

A. G. Contract No. KR921919TRN
ECS File: JPA 92-81
Project: G 1050 22C
Section: Construct Right Turn Bay
29th Street & S. 6th Avenue

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SOUTH TUCSON

THIS AGREEMENT is entered into 5 October, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SOUTH TUCSON, acting by and through its CITY COUNCIL
(the "City").

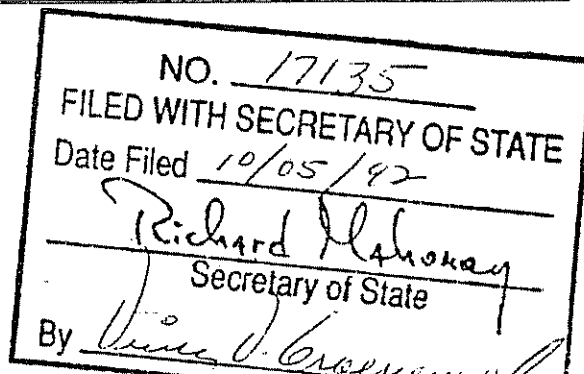
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq and City Code Article II
Section 2.34 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$91,535.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding, for the
construction of a right turn lane at 29th Street and South 6th
Avenue to provide improved access to a new entertainment and
exhibition hall, and aid in the retention and development of
local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of \$184,975.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$91,535.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$91,535.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

City of South Tucson
City Manager
PO Box 7307
South Tucson, AZ 85713

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SOUTH TUCSON

STATE OF ARIZONA

Department of Transportation

By Shirley A. Villegas
SHIRLEY A. VILLEGAS
Mayor

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

ATTEST:


By Marie Dolores Robles
MARIE DOLORES ROBLES
City Clerk

4961j
6AUG

RESOLUTION

BE IT RESOLVED on this 28th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of South Tucson for the purpose of conveying Economic Strength Development funds to the City for construction of a right turn lane at 29th Street and South 6th Avenue to provide increased access to a new entertainment and exhibition hall.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


For CHARLES E. COWAN
Director

MAYOR

SHIRLEY VILLEGAS

CITY MANAGER
WILLIAM L. PONDER

COUNCIL MEMBERS:

JOHN GARCIA

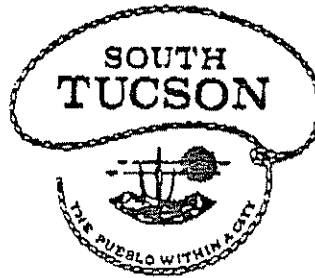
ALFONSA McKENNA

CAROL NORIEGA

LUIS REDONDO

FELIX ROBLES

PETE TADEO



P.O. Box 7307

South Tucson, Arizona 85726

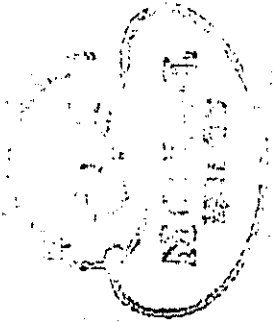
(602) 792-2424

I, Marie Dolores Robles, Clerk of the City of South Tucson do hereby certify that at its meeting of September 14, 1992, the Mayor and Council did agree to enter into an Intergovernmental Agreement with the State of Arizona for the Economic Strength Project funds in the amount of \$91,535.00, (Agreement No. JPA 92-81; Construct Right Turn Bay ESP; Project No. G 1050 22C) by a unanimous vote of 7 - 0.

Marie Dolores Robles

Marie Dolores Robles
City Clerk

Dated this 22nd day of September, 1992.

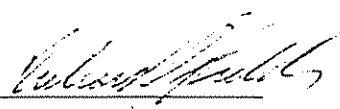


JPA 92-81

APPROVAL OF THE SOUTH TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SOUTH TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of Sept, 1992.



Town Attorney

1979j



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5325
TELECOPIER : 542-4065


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1919-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of September, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7738G/19